State of Connecticut
Office of Health Care Access
Letter of Intent/Waiver Form
Form 2030

All Applicants must complete a Letter of Intent (LOI) form prior to submitting a Certificate of Need application, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please submit this form to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

If there are more than two Applicants, please attach a separate sheet of paper and provide additional information in the format below.

	Applicant One	Applicant Two
Full legal name	**Danbury Hospital, Inc.**	
Doing Business As	**Danbury Hospital, Inc.**	
Name of Parent Corporation	**Danbury Health Systems, Inc.**	
Mailing Address, if Post Office Box, include a street mailing address for Certified Mail	**24 Hospital Avenue Danbury, CT 06810**	
Applicant type (e.g., profit/non-profit)	**Non-profit**	
Contact person, including title or position	**Andrea Rynn Community/Government Relations Manager**	
Contact person's street mailing address	**24 Hospital Avenue Danbury, CT 06810**	

ontact person's phone #, fax # and e-mail address	**203-797-7919 ph** **203-830-2093 fax** **andrea.rynn@danhosp.org**	

SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title: **Replacement of Two Linear Accelerators**

b. Type of Proposal, please check all that apply:

☐ Change in Facility (F), Service (S) or Function (Fnc) pursuant to Section 19a-638, C.G.S.:

☐ New (F, S, Fnc) ☐ Replacement ☐ Additional (F, S, Fnc)

☐ Expansion (F, S, Fnc) ☐ Relocation ☐ Service Termination

☐ Bed Addition` ☐ Bed Reduction ☐ Change in Ownership/Control

☒ Capital Expenditure/Cost, pursuant to Section 19a-639, C.G.S.:

☒ Project expenditure/cost cost greater than $ 1,000,000

☒ Equipment Acquisition greater than $ 400,000

☐ New ☒ Replacement ☐ Major Medical

☐ Imaging ☒ Linear Accelerator

☐ Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over $1,000,000

c. Location of proposal (Town including street address):
Danbury Hospital, 24 Hospital Avenue, Danbury, CT 06810

d. List all the municipalities this project is intended to serve: **See attachment "A"**

e. Estimated starting date for the project: **Upon approval**

f. Type of project: 10, 13, 25 and 31

g.

Number of Beds (to be completed if changes are proposed)

Type	Existing Staffed	Existing Licensed	Proposed Increase (Decrease)	Proposed Total Licensed
Not Applicable				

SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION

a. Estimated Total Capital Expenditure: **$ 5,396,777.00**

b. Please provide the following breakdown as appropriate:

Construction/Renovations	$1,755,051.00
Medical Equipment (Purchase)	$3,275,182.00
Imaging Equipment (Purchase)	Not Applicable
Non-Medical Equipment (Purchase) & Other	$ 366,544.00
Sales Tax	Not Applicable
Delivery & Installation	Included
Total Capital Expenditure	**$5,396,777.00**
Fair Market Value of Leased Equipment	Not Applicable
Total Capital Cost	**$5,396,777.00**

Major Medical and/or Imaging equipment acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
See **Attachment "C"** for full Varian quote # DXR20050623-001H				

Note: Provide a copy of the contract with the vendor for major medical/imaging equipment.

c. Type of financing or funding source (more than one can be checked):

☒ Applicant's Equity ☐ Lease Financing ☐ Conventional Loan

☐ Charitable Contributions ☐ CHEFA Financing ☐ Grant Funding
☐ Funded Depreciation ☐ Other (specify): _____

SECTION IV. PROJECT DESCRIPTION

Please attach a separate 8.5" X 11" sheet(s) of paper and provide no more than a 2 page description of the proposed project, highlighting all the important aspects of the proposed project. Please be sure to address the following (if applicable):

1. Currently what types of services are being provided? If applicable, provide a copy of each Department of Public Health license held by the Petitioner.
2. What types of services are being proposed and what DPH licensure categories will be sought, if applicable?
3. Who is the current population served and who is the target population to be served?
4. Identify any unmet need and how this project will fulfill that need.
5. Are there any similar existing service providers in the proposed geographic area?
6. What is the effect of this project on the health care delivery system in the State of Connecticut?
7. Who will be responsible for providing the service?
8. Who are the payers of this service?

If requesting a Waiver of a Certificate of Need, please complete Section V.

SECTION V. WAIVER OF CON FOR REPLACEMENT EQUIPMENT

I may be eligible for a waiver from the Certificate of Need process because of the following: (Please check all that apply)

☒ This request is for Replacement Equipment.

- ☒ The original equipment was authorized by OHCA in Docket Number # 02-1505
- ☒ The cost of the equipment is not to exceed $2,000,000. *
- ☒ The cost of the replacement equipment does not exceed the original cost increased by 10% per year.

NOTE; WE HAVE ASSUMED THAT THE COSTS OF CONSTRUCTION DOES NOT COUNT TOWARD THE $2M CAP.

Please complete the attached affidavit for Section V only.

AFFIDAVIT

Applicant: **Danbury Hospital, Inc.**

Project Title: **Replacement of Two Linear Accelerators**

I, _____, _____
(Name) (Position – CEO or CFO)

of Danbury Hospital, Inc. being duly sworn, depose and state that the information provided in this CON Letter of Intent/Waiver Form (2030) is true and accurate to the best of my knowledge, and that Danbury Hospital, Inc. complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

Susan J. Kelly 12/20/05
Signature Date

Subscribed and sworn to before me on Dec. 20, 2005

Susan M. Kaiser
Notary Public/Commissioner of Superior Court

My commission expires: 9/30/09

Project Type Listing

Please indicate the number or numbers of types of projects that apply to your request on the line provided on the Letter of Intent Form (Section II, page 2).

Inpatient

1. Cardiac Services
2. Hospice
3. Maternity
4. Med/ Surg.
5. Pediatrics
6. Rehabilitation Services
7. Transplantation Programs
8. Trauma Centers
9. Behavioral Health (Psychiatric and Substance Abuse Services)
10. Other Inpatient

Outpatient

11. Ambulatory Surgery Center
12. Birthing Centers
13. Oncology Services
14. Outpatient Rehabilitation Services
15. Paramedics Services
16. Primary Care Clinics
17. Urgent Care Units
18. Behavioral Health (Psychiatric and Substance Amuse Services)
19. MRI
20. CT Scanner
21. PET Scanner
22. Other Imaging Services
23. Lithotripsy
24. Mobile Services
25. Other Outpatient
26. Central Services Facility

Non-Clinical

27. Facility Development
28. Non-Medical Equipment
29. Land and Building Acquisitions
30. Organizational Structure (Mergers, Acquisitions, Affiliations, and Changes in Ownership)
31. Renovations
32. Other Non-Clinical

Attachment "A"

The Hospital's Primary Service Area:

06801	Bethel
06804	Brookfield
06810, 11	Danbury
06812	New Fairfield
06470	Newtown
06875	Redding
06877	Ridgefield

CT Secondary Service Area

06752	Bridgewater
06757	Kent
06776	New Milford
06468	Monroe
06783	Roxbury
06784	Sherman
( )88	Southbury
06794	Washington
06897	Wilton
06798	Woodbury

NY Secondary Service Area

10506	Bedford
10509	Brewster
10512	Carmel
10526	Golden's Bridge
10541	Mahopac
10560	North Salem
12563	Patterson
12564	Pawling
10576	Pound Ridge
10589	Somers
10590	South Salem

Attachment "B" – Linear Accelerator Payer Mix

7144 Payer Mix for OP Volume in FY 2005

Financial Group	%
Medicare	45.8
Medicare MGD	0.2
Medicaid	3.6
HMO	16.1
PPO/Commercial	31.0
Employee	1.9
Self-Pay	1.4

Attachment "C" – Vendor quote- Varian medical Systems # DXR20050623-001H

Attachment "D" Project Description: Replacement of Two Linear Accelerators

Danbury Hospital's Praxair Cancer Center serves our regional community by providing cancer treatments including external beam radiotherapy services at our medical campus at 24 Hospital Avenue, Danbury, Connecticut, with two existing, OHCA approved, linear accelerators: a Clinac 1800 installed in 1985 (Docket # 83-538) and upgraded (Docket # 02-1505) in 2003, and a Varian 2100C installed in 1993 (Docket # 92-511CRF). At the time that these machines were purchased and installed, they were the most technologically advanced linear accelerators available.

Approximately 40-50 patients are treated daily, evenly split between the two machines, from the hours of 7:30 AM to 5:30 PM weekdays, with holiday, weekend, and emergency coverage. These treatments include IMRT radiotherapy encompassing 30% of our total treatments. The Hospital has an existing record and verify system for documenting and insuring safe treatment delivery.

These two machines have been subject to multiple breakdowns and continued maintenance issues, which frequently disrupt patients' treatment schedules. During FY 2005, twenty-nine down days were documented interrupting hundreds of patient treatments.

It is our intention to acquire two new two state-of-the-art Varian EX, and iX linear accelerators. These replacement accelerators will allow us to continue to deliver timely, efficient, safe, and state of the art radiotherapy to our cancer patients without interruption. This project proposal includes only for the phased-in replacement of our two aging linear accelerators.

The replacement plan entails full implementation of the first linear accelerator before installation of the second linear accelerator would commence. By staging the installation of the linear accelerators, we will minimize any disruption in patients' treatments. By replacing both linear accelerators with new machines the radiation beams of the new machines will be matched assuring the greatest efficiency in treatment of patients who will then be able to receive therapy using either machine.

In the natural evolution of linear accelerator technology, certain technological advancements to treat cancer have been made that were not available when our existing machines were purchased. Both machines (EX and iX) will have IMRT capability, a powerful tool to increase radiation dose to the target tissue, maximizing cure, while decreasing dose and damage to surrounding tissues thereby minimizing side effects.

One of the replacement accelerators (iX) will be equipped with Image-Guided Radiotherapy (IGRT), respiratory gating and stereotactic radio surgery allowing further daily localization of target tissues, sparing of adjacent healthy cells and permitting both single fraction and fractionated stereotactic radiotherapy capabilities. These technological enhancements, which are incorporated as components of the new linear accelerators, broaden treatment options for our patients with brain, spinal, lung and other tumors. Consistent with the replacement of the aged linear accelerators is the concurrent replacement of our record and verify system.

As part of this proposal, construction upgrades to the two existing treatment rooms where the current linear accelerators are housed are necessary to meet today's standards for safety including room shielding, electrical/water supply needs, and computing needs.

As this proposal involves only replacement of our two current linear accelerators, there will be no change in the population served. New Milford Hospital is the only provider that offers like treatment in our geographic region. The primary and secondary service areas of Danbury Hospital are attached – **see Attachment "A"** for reference. No changes in the payers of this service are anticipated. The current payer mix is also attached – **see Attachment "B"** for reference.

As previously stated, this project proposal only includes the updating of our current technology through phased in replacement. In doing so, there will be assurances of continued delivery by Danbury Hospital staff and physicians of state of the art, quality radiation oncology services to our community leading to improved patient outcomes. This project proposal insures that quality radiation therapy -- including safe, local, efficient, timely, and state of the art treatment delivery will be available to our cancer patients.

VARIAN
medical systems

Quotation

DXR20050623-001H Page: 1

Quotation For:

Laura DiMauro
Danbury Hospital
Purchasing Department
24 Hospital Avenue
Danbury, CT 06810
(203) 797 - 7190 FAX: (203) 731 - 8625

Please address inquiries and replies to:

Charles A. Hall
Varian Medical Systems
100 Walnut Ave.
Suite 201
Clark, NJ 07066
(732) 340 - 9346 FAX: (732) 381 - 1060

Your Reference:	*Quotation Firm Until:* **September 28, 2005**
FOB Point: **DESTINATION**	*Shipping Allocation:* **09/23/2005**
Payment Terms: **See Terms and Conditions**	**Varian Terms and Conditions of Sale 1652R Attached**

CONFIDENTIAL OFFER NOT TO BE SHARED WITH THIRD PARTY
CLINAC EX-d IMRT PLUS PACKAGE
CLINAC Configuration Selections
Additional Items
VARiS Vision Information Systems
Applications Training/Consulting Services

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Danbury Hospital

Accepted by:

Signature: Frank J Kelly

Name: FRANK J KELLY

Title: PRES. /CEO

Date: 9/28/05

For this purchase, we designate ** NONE ** as our Institution's Primary Group Purchasing Organization Affiliation. Any change will be Indicated below:

☐ AmeriNet	☐ Aptium	☐ Broadlane	☐ Consorta
☐ Direct Med	☐ HPG	☐ KP Select	☐ Magnet
☐ Matrix	☐ MedAssets	☐ Novation	☐ Premier
☐ ROI	☐ Sutter	☐ UHS	☐ US Cancer
☐ USO	☐ VA Gov		☐ None

Varian Medical Systems

Submitted by:

(Signature)

Name: Charles A. Hall

Title: District Manager

Date: August 4, 2005

VARIAN
medical systems

VARIAN MEDICAL SYSTEMS, INC. | ONCOLOGY SYSTEMS & INDUSTRIAL EQUIPMENT
3100 Hansen Way, Palo Alto, CA 94304
("Varian")

Terms and Conditions of Sale

1. Applicable Terms and Conditions

These Terms and Conditions of Sale, including any exhibits, schedules, addenda, and other attachments (collectively, the "Agreement"), shall govern Varian's furnishing of all products ("Products"), including hardware products manufactured by Varian ("Varian Hardware") and software products created or licensed by Varian or provided to Customer by Varian under the terms of a Varian Support Schedule or agreement, if any ("Varian Software"), and services ("Services") identified in the applicable Varian quotation ("Quotation") issued to the customer identified in such Quotation ("Customer"). The Software Schedule, if applicable, shall govern all Varian Software other than firmware and operating system software loaded on Varian Hardware. The Support Schedule, if applicable, shall govern all Services. While Varian may acknowledge receipt of a purchase order issued by Customer by signing and returning it, any Customer terms and conditions in any specific order documentation, preprinted or otherwise, shall be inapplicable and shall not modify this Agreement.

2. Quotations and Prices

(a) A Quotation shall expire at the end of the period identified in the Quotation, or if none is stated in the Quotation, the Quotation shall expire sixty (60) days from the date of issuance. A Quotation to a non-U.S. customer shall be considered a solicitation for an offer to purchase. (b) Varian's prices exclude, and Customer shall be responsible for, all ordinary and necessary charges incidental to the sale incurred by Varian and billed by Varian to Customer, including but not limited to charges for all taxes or levies of whatever nature arising out of or in connection with this Agreement, including the sale, delivery, ownership, or use of the Products or performance of the Services, but excluding taxes based on Varian's net income. Customer shall reimburse Varian in full for any such taxes or levies that are paid in advance by Varian for Customer. If Customer asserts that any transaction under this Agreement is tax exempt, Customer shall provide to Varian a tax or levy exemption certificate acceptable to the taxing or levying authority. The total price to Customer shall be adjusted to include costs of transportation, special packing, and insurance incurred by Varian in accordance with agreed shipping and risk terms. (c) Varian's acceptance of any order and Varian's performance are expressly conditioned upon Customer's compliance with all applicable codes, regulations, and recommendations of competent health or radiation-protection authorities affecting Products or installation and use of the Products, and Varian's approval of Customer's credit. (d) Customer shall disclose the dollar value of any discounts or reductions in price for the Products and Services furnished by Varian in Customer's costs claimed or charges made to Medicare, Medicaid, and any other federal, state, or local program providing reimbursement to Customer.

3. Payment

The payment schedule and payment terms are set forth in the Quotation or contract agreed to in writing and signed by an authorized representative of Varian, provided, however, that if installation is not completed until six (6) months after delivery of the Product pursuant to item (4) in Section 8, then all remaining unpaid balances shall become immediately due regardless of the payment schedule in such Quotation or contract. Varian may charge interest for past due balances up to the maximum amount permitted by applicable law. For partial shipments, Products will be billed when shipped. Varian may cancel or delay delivery of Products when Customer's payments are late under any orders with Varian. Varian shall retain a purchase money security interest in all Products until Customer has made payment in full to Varian of all sums due, including late fees and collection costs. Customer agrees to execute any financing statements or other documents requested by Varian, which may be reasonably necessary to perfect such security interest. All down payments, if any, are non-refundable, and Varian shall retain them as damages for unauthorized termination or cancellation.

4. Transportation and Risk of Loss

Except as otherwise provided in this Agreement, or in accordance with expressly agreed Incoterms 2000, all shipments are Ex Works (Incoterms 2000) Varian's plant with Varian selecting the transportation company. Unless otherwise expressly agreed in writing, transportation to Customer's site will be in "air ride" vans, and Varian may insure to full value of Products shipped at Customer's expense or declare full value to the transportation company at time of shipment.

5. Architecture

Varian will have no approval or other responsibility for any matter affecting or related to the adequacy of Customer's operating permit, architectural design, the radiation protection walls and barriers, patient viewing devices, compliance with all facility personnel safety devices and related inspections, utility service design and location, and other details pertaining to Customer's site.

6. Installation

This Section applies only if Customer is purchasing linear accelerator or simulator products. Except as otherwise agreed, Customer will provide labor and rigging services to unload the subbase frame and the Product from the transport vehicle and move them to their final positions. Customer will be responsible for the setting and grouting of the subbase frame and the connection of the Product to the utilities, and Varian will notify Customer approximately ninety (90) days prior to scheduled Product shipment to allow Customer to provide for and coordinate rigging services, unloading, and final positioning. A Varian representative will monitor the movement, final positioning, and connection of the Product. Customer will be responsible for having the building, utilities, lighting, ventilation, air conditioning, mounting facilities, all necessary radiation shielding, and access to the room completed on the estimated delivery date and ready for installation of the Product. Where Varian supervises such work, Varian shall act solely as Customer's agent and shall have no responsibility or liability of any kind for such work. If delays in completion of such work delay installation, Customer will reimburse Varian at Varian's standard service rates for any extra time and/or travel by Varian made necessary by the delay. Varian shall have no obligation to operate Products to complete installation or testing unless Customer has provided adequate radiation shielding protection and other site preparations for the safety and protection of Customer's and Varian's personnel and Products. Upon

completion of installation, Varian's representatives will demonstrate proper machine operation by performing Varian's standard test procedures. Customer shall provide a representative who shall be present at all times during installation and be capable of assisting where necessary. When no representative is present or assistance from Customer is not available when required by Varian, Varian may discontinue installation and shall charge Customer for any additional costs incurred including Varian's standard service rates. Should completion of installation be delayed due to union action or influence, Customer shall, as soon as possible, make such arrangements as may be necessary for Customer to carry out the work at Customer's expense under the engineering supervision of Varian. Except as otherwise expressly provided by Varian in published Specifications or specific Varian offers, Customer shall be responsible for obtaining all permits and for meeting all requirements relating to applicable state and local codes, registrations, regulations, statutes, and ordinances affecting Products, including their uses and services.

7. Calibration and Radiation Surveys

For linear accelerator and simulator Products, Customer shall be responsible for all Product calibration. The dose rate and integrated dose measured by the accelerator transmission ionization chamber and dosimetry electronics must be calibrated by a qualified radiological physicist prior to use of the Product for patient treatment. Customer shall be responsible for testing and calibrating the Product on a regular basis. Customer also shall be responsible for any radiation surveys required by applicable law or regulation or necessary to establish that radiation does not exceed safe levels. For simulator Products, Varian's obligation to calibrate shall be limited to that required by local law. In the United States calibration shall be limited to those certified components that are required under 21 C.F.R. 1020.30(d) (U.S. Code of Federal Regulations) to be calibrated by the installer where Varian is the installer. Customer shall be responsible for all other calibrations of simulator Products.

8. Completion of Installation

Within three (3) days of delivery, Customer shall examine fully the Product delivered and make all applicable complaints and claims arising out of such delivery to the carrier in writing, and shall provide a copy to Varian. Where Varian Hardware installation is provided, completion of installation shall occur upon the earlier of (1) completion of Varian's applicable standard test procedures, (2) Customer's execution of Varian's acceptance form, (3) use of any Product by Customer, its agents, employees, or licensees, for any purpose after its receipt, or (4) six (6) months after delivery of the Product. Prior to completion of installation, Varian may repair or, at its option, replace defective or nonconforming parts after receipt of notice of defect or nonconformity. After completion of installation, Customer's remedies shall be solely as provided in the warranty. After six (6) months after delivery of the Product Varian shall no longer be required to provide installation services.

9. Cancellations and Modifications

No order accepted by Varian may be terminated, canceled or modified by Customer except by prior mutual agreement in writing. Where Customer breaches this clause, Customer agrees to pay to Varian all damages incurred by Varian, including a charge determined solely by Varian to cover the reasonable costs of processing, order handling, retesting, repackaging, lost profits, and other damages as determined in accordance with applicable law and this Agreement.

10. Use Restrictions

Customer shall not decompile, disassemble, or reverse engineer any part of Varian Hardware except to the extent such prohibition is void under applicable law.

11. Firmware and Operating Systems

The Product may contain internal system code that executes below the external user interface and which is integral to the operation of the Product ("Firmware"), as well as operating system software ("Operating Systems"). Varian, or its suppliers, own all Firmware and Operating Systems. Except where such Firmware or Operating System is owned by a third party which licenses it directly to Customer, Varian hereby grants Customer, only for so long as Customer shall own the Product, a limited, personal, non-transferable, non-exclusive license to use the applicable Firmware and Operating System as part of the normal operation and maintenance of the Product. Customer shall not otherwise copy, print, alter, decompile, disassemble, reverse engineer, decode, or translate Firmware or Operating System except to the extent such prohibition is void under applicable law. Customer agrees that these provisions shall also apply to any copies of Firmware and Operating Systems in Varian products that Customer acquires from third parties.

12. Third Party Products

Varian may resell or license third party Products. Where such Products are sold or licensed on a stand-alone basis or provided on a stand-alone basis as replacement parts, they may be delivered to Customer with such third party supplier's usage guidelines and restrictions, software licenses, and/or warranties. In such situations Customer agrees that its use of such third party Products shall be subject to such guidelines, restrictions, and licenses. Third party supplier warranties shall be governed by Section 14 (Warranty).

13. Proprietary Notices and Confidentiality

Varian or Varian's licensors own all right, title, and interest (including without limitation all intellectual property rights) in and to all drawings, designs, specifications, manuals, and software furnished by Varian to the Customer. All such materials and software are furnished in confidence to Customer, except as may be found in the public domain, and shall be held in strict confidence by Customer with the same degree of care with which Customer protects its own confidential information, but in no event less than reasonable care. Customer shall not remove, alter, or obscure any copyright, trademark, trade secret, government restricted rights, or other proprietary or confidentiality notices or legends from any copy of such materials and software that are (i) placed or embedded by Varian or its licensors in the software, (ii) are displayed when the software is run, or (iii) are applied to the Products, their packaging, labels, or any other materials provided under this Agreement.

14. Warranty

Warranty for Varian Hardware: Varian warrants that Varian Hardware and any Firmware and Operating System loaded on such Varian Hardware, except where such Firmware or Operating System is owned by a third party which licenses it directly to Customer, to be free from defects in material and workmanship and in substantial compliance with operational features of Varian's published specifications for the applicable Product at the time of sale ("Specifications"). This warranty shall begin upon completion of installation and continue for a period of one year from such date, but not to exceed two (2) years from date of shipment from Varian to Customer. In lieu of the foregoing periods, specific components of Varian Hardware may have different warranty periods, prorated replacement credits, and return policies, as stated on the applicable Varian warranty forms supplied by Varian to Customer with this Agreement. Weights and dimensions in the Specifications are approximations. Clerical and typographical errors are subject to correction. Occasionally, Varian may substitute remanufactured parts and components that meet the same quality standards as

other materials and are covered by the same warranty. Parts for which Varian has provided replacements shall, at Varian's option, become the property of Varian.

Warranty Remedies: Customer's sole and exclusive remedy for any failure of Varian Hardware or Firmware or Operating System under this Section to perform shall be repair or, at Varian's option, replacement of such defective Products in whole or in part during Varian's normal business hours. If in Varian's sole opinion such repair or replacement is not feasible, or if such remedy fails of its essential purpose, Varian may refund or credit a portion of any sums paid by Customer for the defective Product. In-warranty repair or replacement parts are warranted only for the unexpired portion of the original warranty period.

Warranty for Software and Services: Warranties for Varian Software, excluding Firmware and Operating Systems loaded on Varian Hardware, and Services, if any, shall be as set forth in the Software Schedule and Support Schedule, respectively.

Exclusions from Coverage: Any warranty or liability is excluded where the warranty claim, in Varian's reasonable opinion, arises out of (1) accident or neglect, (2) use of the Products in a manner not authorized by Varian, (3) lack of routine care or maintenance as indicated in any Varian operating or maintenance instructions, (4) failure to use or take any proper precautions under the circumstances, or (5) user modification of any Product.

Other Supplier Warranties: Warranties given by other suppliers of equipment, accessories, components, or computer software not normally provided by Varian as part of its standard product offerings, which warranties are expressly made available by the supplier to be passed on to the Customer, shall be passed on by Varian as designated by the applicable supplier to Customer, subject to all limitations imposed on Varian by the supplier. In no event shall Varian have any liability with respect to such third party equipment, accessories, components, software, or warranties provided by such other suppliers, nor shall Varian have any liability for failure of such suppliers to perform on their warranties.

EXCLUSIONS OF IMPLIED WARRANTIES: THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR CONDITIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

15. Intellectual Property Infringement

Varian shall defend, at its expense, any third party claim brought against Customer that the design or manufacture of any Varian Hardware or Varian Software furnished by Varian to Customer under this Agreement infringes any patents or other intellectual property rights of the country where Customer takes delivery of the Product ("Claim"), and shall pay any settlement and any damages, costs, and attorneys' fees finally awarded against Customer arising out of a Claim; the foregoing is conditioned upon Customer notifying Varian immediately in writing of the Claim, giving Varian sole control of the defense, management, and settlement of the Claim, and, upon request, at Varian's cost, reasonably cooperating with Varian in such defense. If (1) such Product's use is enjoined as a result of any Claim, or (2) in Varian's opinion, such Product is likely to become subject to a Claim, Varian shall, at its expense and sole option, (a) modify the Product so that it becomes non-infringing; (b) procure for Customer the right to continue to use the Product; (c) substitute for the infringing Product another product having a functionality equivalent to the Product; or (d) accept return of the Product and refund its purchase price, less reasonable depreciation. Varian EXPRESSLY EXCLUDES from liability and Customer shall indemnify and hold Varian harmless from: (1) settlements and their related costs and expenses where Customer settles Claims without Varian's prior written consent; and (2) any Claims arising out of (i) use of the Product in a manner not authorized by Varian; (ii) modification of the Product except modifications performed by Varian or pursuant to Varian's instructions; (iii) combination of the Product with any other equipment, apparatus, software, processes, or materials not furnished by Varian; or (iv) compliance by Varian with Customer's designs, specifications, or instructions; where such infringement would not have occurred but for such use, modification, combination, or compliance. This Section states Varian's entire liability for any claim based upon or related to any alleged infringement of any patent or other intellectual property rights.

16. Bodily Injury

With respect to bodily injury liability to third parties, Varian shall be responsible in such proportion as reflects its relative fault, and Customer shall be responsible for all other liability for damages arising from or in any way related to the use or operation of any Varian Hardware or Varian Software by Customer, its employees, agents, or other non-Varian personnel. Notwithstanding the foregoing and regardless of any fault or neglect attributable to Varian, Varian shall have no responsibility whatsoever for, and Customer shall indemnify, defend, and hold Varian harmless from, any and all damage or injury which arises from or relates to (1) any use, operation, or service of any Product by anyone other than Varian personnel prior to completion of applicable acceptance tests by Varian and the radiation survey by Customer, or (2) any use, operation, or service of any Product contrary to any written warning or instruction given by Varian with respect to such Product, including but not limited to unauthorized use and/or modification of any equipment, components, software, or accessories by any user, or their use on or with any explosive or incendiary materials, or (3) claims or damages associated with any non-Varian design, manufacture, or installation of any product or any custom design, manufacture, or installation by Varian that is performed pursuant to Customer's specifications, designs, or plans. This Section states Varian's entire liability for bodily injury.

17. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL VARIAN OR ITS SUPPLIERS OR LICENSORS BE LIABLE UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL LOSSES OR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST BUSINESS, LOST PROFITS, LOSS OF USE, OR LOSS OF OR DAMAGE TO DATA, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, EVEN IF VARIAN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VARIAN AND ITS SUPPLIERS AND LICENSORS' TOTAL LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY VARIAN FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED RESULTING IN THE LOSS OR DAMAGE CLAIMED. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CUSTOMER ACKNOWLEDGES THAT THESE LIMITATIONS OF LIABILITY ARE MATERIAL PARTS OF THE BARGAIN BETWEEN THE PARTIES AND THAT PRICES FOR THE PRODUCTS WOULD BE HIGHER WITHOUT THEM. Liability to third parties for bodily injury, including death, resulting from Varian

Hardware or Varian Software shall not be affected by the liability limitations stated above in this Section.

18. Export Compliance

Customer acknowledges and agrees that the Products and related technology subject to this Agreement are subject to the export control laws and regulations of the United States, and Customer agrees to comply with such laws and regulations. The obligations of this Section as to these laws shall survive any termination of this Agreement.

19. Force Majeure

Neither party shall be liable for any delay in performance which is due to causes beyond its control. Provided any such delay is neither material nor indefinite, performance shall be deemed suspended during the event causing such delay plus a reasonable period of time after such event, and the other party shall accept such delayed performance.

20. Disputes, Arbitration, and Applicable Law

Any dispute, controversy or claim of any kind arising out of or relating to this Agreement, including the jurisdiction of the arbitration panel and claims in tort, shall be settled by final and binding arbitration. For sales to U.S. customers, arbitration shall be in the state of Varian's corporate domicile under the rules and procedures of the American Arbitration Association ("AAA"). For sales to non-U.S. customers, arbitration shall be in the place of Varian's corporate domicile under the UNCITRAL Arbitration Rules in effect on the date of this contract, and the appointing authority shall be the AAA. The governing law of the substance of this contract shall be the commercial law of the state or country of Varian's corporate domicile, and the United Nations Convention for the International Sale of Goods shall not apply. The procedural law shall be the law of the place where arbitration is conducted. Arbitral proceedings shall be conducted in English. The arbitration tribunal shall not award punitive damages. The expenses of the arbitration, including the arbitrator's fees, expert witness fees, and attorney's fees, may be apportioned between the parties in any manner deemed appropriate by the arbitrator; however, in the absence of any formal ruling by the arbitrator each party shall share equally in the payment of the arbitrator's fees and bear its own costs, expert witness fees, and attorney's fees. The arbitration award shall be final and binding, shall be the sole and exclusive remedy regarding any and all claims and counterclaims presented, and may not be reviewed by or appealed to any court except for enforcement. Nothing in this contract shall prohibit Varian from seeking to prevent any unauthorized copying, disclosure, use, retention or distribution of its intellectual or other property by injunctive relief or otherwise in a court of law. Varian shall have the exclusive right to bring legal action for failure to pay for Products or Services furnished in the courts of Varian's corporate domicile or any other place.

21. Limitation of Claims

No claims, regardless of form, arising out of, or in any way connected with this Agreement or the Products or Services may be brought by Customer more than one year after the cause of action has accrued or performance under this Agreement has been completed or terminated, whichever is earlier.

22. Notices

Any notices required or permitted to be given pursuant to this Agreement shall be in writing, delivered (1) in person, (2) by international courier, (3) by first class certified mail, return receipt requested, or its international equivalent, or (4) by facsimile with confirmation of delivery and an extra copy mailed. All such notices shall be addressed to Varian at Legal Department, Varian Medical Systems, Inc., 3100 Hansen Way, M/S E-250, Palo Alto, CA 94304, fax 650-424-5998, and to Customer at the address and/or fax numbers set forth in the Quotation or to such other address as may be specified from time to time by notice in writing to the other party. Notice shall be deemed to have been given when received.

23. Headings

Headings used in this Agreement are for ease of reference only and will not be used to interpret any part of this Agreement.

24. Entire Agreement

This Agreement contains the complete and exclusive statement of the terms of agreement of the parties with respect to this subject matter, and supersedes all prior and contemporaneous understandings, representations, and warranties, written and oral. This Agreement may be amended or modified only in a writing signed by both parties. If a court or arbitrator holds any part of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity or enforceability of the remaining provisions, or portions of them, will not be affected, and such provisions will be changed and interpreted so as to best accomplish the objectives of such enforceable or invalid provision within the limits of applicable law or court decisions.

25. Waiver

No term or provision of this Agreement shall be deemed waived by either party, and no breach excused by either party, unless the waiver or consent shall be in writing signed by an authorized representative of the party granting such waiver or consent.

26. Assignment

Customer may not assign its rights nor delegate its duties under this Agreement without the written consent of Varian, and any attempted assignment without such consent will be void. Varian may assign or otherwise transfer its rights or delegate its duties under this Agreement, in whole or in part, to a subsidiary or affiliate, or a purchaser or transferee of substantially all of the assets used by Varian in its business to which this Agreement relates without notice to, or obtaining the consent of, any other party.

27. Counterparts

This Agreement may be executed in two counterparts, each of which will be an original and together which will constitute one and the same instrument.

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medical systems

Printed in U.S.A. 4/04

ADDENDUM #1 TO

TERMS AND CONDITIONS OF SALE

Between

Danbury Hospital

And

Varian Medical Systems, Inc.

WHEREAS, Danbury Hospital ("**Customer**") and Varian Medical Systems, Inc. ("**Varian**") are executing an agreement which incorporates the Terms and Conditions of Sale (Form 1652 R) (the "**Terms**"); the Quotation DXR20050623-001G and Varian Medical Systems, Inc. Item by Item Response to Danbury Hospital dated April 14, 2005.

WHEREAS, the parties mutually desire to modify the Terms as set forth in this Addendum #1 to the Agreement ("**Addendum**");

NOW, THEREFORE, the Parties agree as follows:

1. The definitions set forth in the Terms shall remain in full force and effect and shall apply to this Addendum except to the extent that such definitions are modified in this Addendum.

2. Section 8. Completion of Installation
In the first sentence "Within three (3) days of delivery, Customer shall examine fully the Product delivered and make all applicable complaints and claims arising out of such delivery to the carrier in writing,..." The word "three (3) is changed to "seven (7)".

3. Section 15. Intellectual Property Infringement

In the first sentence "Varian shall defend, at its expense, any third party claim brought against Customer that the design or manufacture of any Varian Hardware or Varian Software furnished by Varian to Customer under this Agreement infringes any patents or other intellectual property rights of the country where Customer takes delivery of the Product ("**Claim**"),..." the words "of the country where Customer takes delivery of the Product" are deleted.

4. Section 16. Bodily Injury

In the second sentence "... (1) any use, operation, or service of any Product by anyone other than Varian personnel prior to completion..." is changed to read "(1) any use, operation, or service of any Product by anyone other than Varian personnel or Varian agents prior to completion..."

At the end of the Section the following sentence is added, "Notwithstanding the foregoing, nothing in this Section 16 is intended to require Customer to indemnify Varian for Varian's negligence or the negligence of its employees and/or agents.

5. Section 20. Disputes, Arbitration and Applicable Law

This section is deleted in its entirety.

6. Section 21. Limitation of Claims

This section is deleted in its entirety.

7. Section 26. Assignment

The first sentence is replaced with the following sentence, "Customer may not assign its rights nor delegate its duties under this Agreement except to Danbury Health Systems, Inc., or an affiliate of Danbury Health Systems, Inc., or to a successor that carries on the business of Customer without the written consent of Varian, and any attempted assignment without such consent will be void."

8. Section 28. Agreement Contingent on Certificate of Need is hereby added.
Notwithstanding any of the Terms and Conditions of Sale set forth herein (including but not limited to those set forth in Sections 3, 9, and 24 hereof), if the CT Office of Health Care Access denies Customer's applications for a certificate or certificates of need ("CON"), Customer may cancel the order(s) up until February 28, 2006; Customer also may cancel the order(s) if a CON is not granted by the CT Office of Health Care Access by February 28, 2006, provided that in such event the parties may extend this contract on a month to month basis. If either or both orders is/are cancelled, Varian will refund Customer's down payment(s), less shipping costs to Customer's designated storage facility. If only one replacement CON is denied, the cost of that Clinac (Sections One and Two of the quotation) is $924,400.00 (CLINAC EX-d) if the other is denied (Section 3 of the quotation) the cost of that Clinac is 2,300,782.00 (Clinac High Energy iX)

9. All other provisions of the Terms that are not specifically modified in this Addendum shall remain in full force and effect. In the event of any inconsistency between the Terms and this Addendum, the terms of this Addendum will prevail. Each party will be responsible for its own costs and expenses in connection with the negotiation of this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on the date(s) shown below.

DANBURY HOSPITAL

By: _____

Printed Name: FRANK J. KELLY

Title: PRESIDENT and CEO

Date: 9/28/05

BY: _____

ARTHUR N. TEDESCO

SENIOR VP and TREASURER

DATED: 9/28/05

VARIAN MEDICAL SYSTEMS, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

VARIAN
medical systems

VARIAN MEDICAL SYSTEMS, INC. | ONCOLOGY SYSTEMS & INDUSTRIAL EQUIPMENT
3100 Hansen Way, Palo Alto, CA 94304
("Varian")

Business Associate Exhibit
Privacy and Security of Protected Health Information

[Hospital/Clinic] ("Customer") and Varian Medical Systems ("Varian") acknowledge that Customer is a "health care provider" and that Varian may be a "business associate" of Customer as those terms are defined in the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 §§ 261-62, 264, 42 U.S.C. §§ 1320d et seq., and its implementing regulations codified at 45 C.F.R. 160.101 et seq. (collectively "HIPAA"). Accordingly, Customer and Varian agree to comply with all provisions of HIPAA applicable to the performance of the Service/Warranty/Sales/Customer Evaluation Testing Agreement between Varian and Customer (the "Agreement").

1. Definitions

1.1 **Protected Health Information; Other Terms Used.** For purposes of the Agreement and this Exhibit, "Protected Health Information" shall have the meaning ascribed to it in 45 C.F.R. § 164.501. Varian acknowledges that, in the course of performing the Agreement, it may from time to time receive Protected Health Information from Customer in order to perform service and support functions, including but not limited to installation, training, maintenance, and service for Varian products and service for products used in conjunction with Varian products. Hereinafter, the Protected Health Information received by Varian from Customer and any additional Protected Health Information that may be created by Varian based on the information received from Customer is collectively referred to as the "Confidential Patient Information." Neither "Protected Health Information" nor "Confidential Patient Information" shall be interpreted to include information that, within the meaning of HIPAA, does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. Other terms used but not otherwise defined in this Exhibit shall, as applicable, have the same meaning as terms in 45 C.F.R. § 160.103 and 164.501.

2. Varian Obligations

2.1 **Use and Disclosure of Confidential Patient Information.** Varian will: (a) use and disclose all Confidential Patient Information only as permitted or required to perform its obligations under the Agreement, including this Exhibit, or as required by law; and (b) will not use or further disclose any Confidential Patient Information in a manner that would violate HIPAA, if such use or further disclosure was made by Customer.

2.2 **Permitted Uses of Confidential Patient Information.** Varian may use Confidential Patient Information only as follows: (a) for the proper management and administration of Varian; (b) to provide the Services described in or required by the Agreement and any additional or other services described in any addendum or modification to the Agreement agreed to by Varian and Customer; (c) to carry out legal responsibilities of Varian; or (d) to report violations of law to appropriate Federal and State authorities consistent with 45 C.F.R. § 164.502(j)(1).

2.3 **Permitted Disclosures of Confidential Patient Information.** Varian may disclose Confidential Patient Information only as follows: (a) to authorized persons designated by Customer in writing; (b) to the patient that is the subject of the information pursuant to procedures determined by Customer and in accordance with applicable law; (c) to a physician or other health care professional authorized by Customer to access the information; (d) to other persons as expressly requested in writing by Customer and in accordance with applicable law; (e) to persons under Varian's direct control as necessary to satisfy Varian's obligations under the Agreement; (f) to other agents and subcontractors of Varian only as necessary to satisfy Varian's obligations under this Agreement and only, if and to the extent, those agents and subcontractors agree to the same restrictions and conditions on the use and disclosure of Confidential Patient Information that apply to Varian through this Exhibit; (g) as required by law; and (h) if Varian obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to Varian and the person notifies Varian of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 **Disclosures Required by Law.** If a disclosure of Confidential Patient Information is required by law, including pursuant to a request from a state or federal government agency or pursuant to a subpoena or a court order in a judicial proceeding, Varian will comply with all applicable HIPAA regulations and state laws, including but not limited to 45 C.F.R. § 164.512.

2.5 **Safeguards; Mitigation.** Varian shall use appropriate safeguards to prevent the use or disclosure of Confidential Patient Information other than as permitted or required by the Agreement and this Exhibit or as permitted or required by law. Varian agrees to mitigate, to the extent practicable, any harmful effect that is known to Varian of use or disclosure of Confidential Patient Information by Varian in violation of the requirements of this Exhibit.

2.6 **Reports of Unauthorized Use or Disclosure.** Varian shall report in writing to Customer any use or disclosure of Confidential Patient Information not provided for by this Exhibit of which it becomes aware.

2.7 **Availability of Confidential Patient Information.** Varian will make all Confidential Patient Information available to Customer and otherwise cooperate with Customer to the extent necessary for Customer to comply with its obligations under 45 C.F.R. §§ 164.524-528, including providing patients access to medical records, an opportunity to amend

incorrect information and an accounting of disclosures of Protected Health Information. Varian further agrees to make its internal practices, books and records, including policies and procedures and Confidential Patient Information, relating to the use and disclosure of Confidential Patient Information, available to the Secretary of HHS in a time and manner designated by the Secretary of HHS, if necessary, for the purpose of determining Customer's compliance with HIPAA.

2.8 **Security Standards for the Protection of Electronic Protected Health Information.**

A. Varian shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Customer (referred to as "Customer's EPHI").

B. Varian shall ensure that any agent, including a subcontractor, to whom it provides Customer's EPHI agrees to implement reasonable and appropriate safeguards to protect it.

C. Varian shall report to the Customer any security incident implicating Customer's EPHI of which it becomes aware.

3. Customer Obligations

3.1 **Requests.** Subject to uses and disclosures permitted under this Exhibit, Customer shall not request Varian to use or disclose Confidential Patient Information in any manner that would not be permissible under HIPAA if done by Customer.

3.2 Required Notices.

A. Customer shall notify Varian of, and specifically identify, any limitations in its notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitations impose restrictions beyond those generally applicable under HIPAA and may affect Varian's use or disclosure of Confidential Patient Information.

B. Customer shall notify Varian of any changes in, or revocation of, permission by an Individual to use or disclose Confidential Patient Information, to the extent that such changes may affect Varian's use or disclosure of Confidential Patient Information.

C. Customer shall notify Varian of any restriction to the use or disclosure of Confidential Patient Information that Customer has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Varian's use or disclosure of Confidential Patient Information.

4. General Provisions

4.1 **No Third Party Beneficiary.** The provisions and covenants set forth in this Exhibit are expressly entered into only by and between Varian and Customer and are intended only for their benefit. Neither Varian nor Customer intends to create or establish any third-party beneficiary status or right (or the equivalent thereof) in any other third party, and no such third party shall have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Exhibit.

4.2 **Term; Termination of Agreement.** This Exhibit shall be effective on April 14, 2003 or any later adopted compliance date for the HIPAA privacy regulations or on the effective date of the Agreement if executed after April 14, 2003, whichever date is later and shall terminate when all Confidential Patient Information provided by Customer to Varian, or created or received by Varian on behalf of Customer, is destroyed or returned to Customer, or if it is infeasible to return or destroy Confidential Patient Information, protections are extended to such information in accordance with Section 4.3 hereof. Customer may terminate the Agreement if Varian fails to cure a default or breach of a material term of this Exhibit within thirty (30) days after it receives written notice of such default or breach from Customer. If neither termination nor cure are feasible, Customer shall report the violation, if any, to the Secretary of HHS.

4.3 **Effect of Termination.** Except as provided herein, upon termination of the Agreement or of this Exhibit for any reason (and if Varian and Customer do not enter into any comparable successor agreement or Exhibit), Varian shall return or destroy all Confidential Patient Information, including Confidential Patient Information that is in the possession of subcontractors or agents of Varian, and Varian shall retain no copies of the Confidential Patient Information. In the event that returning or destroying the Confidential Patient Information is infeasible, Varian shall provide to Customer notification of the conditions that make return or destruction infeasible and shall extend the protections of this Exhibit to such Confidential Patient Information and limit further uses and disclosures of such Confidential Patient Information to those purposes that make the return or destruction infeasible, for so long as Varian maintains such Confidential Patient Information.

4.4 **Regulatory References.** A reference in this Exhibit to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

4.5 **Amendment.** The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Customer to comply with the requirements of HIPAA.

4.6 **Interpretation.** Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Customer to comply with HIPAA.

The undersigned duly authorized representatives of the parties have executed this Exhibit as of the date written below.

By: Jim O'Kelly

Hospital/Clinic: DANBURY HOSPITAL

Date: 9/28/05

By: _____

Its: _____

Date: _____

VARIAN
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STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

January 13, 2005

Andrea Rynn
Community/Government Relations
Danbury Hospital
24 Hospital Avenue

Danbury, CT 06810

RE: Certificate of Need Application Forms, Docket Number 05-30659-CON
Danbury Hospital
Replacement of Two Linear Accelerators

Dear Ms. Rynn:

Enclosed are the application forms, in paper copy and an electronic copy on diskette, for Danbury Hospital's Certificate of Need ("CON") proposal for the Replacement of Two Linear Accelerators with an associated capital expenditure of $5,396,777. According to the parameters stated in Section 19a-639 of the Connecticut General Statutes the CON application may be filed between February 19, 2006, and April 20, 2006.

When submitting your CON Application, please paginate and date each page contained in your submission. In addition, please submit one (1) original and five hard copies; as well as a scanned copy of the complete Application, including all attachments, on CD or Diskette. OHCA requests a copy of the submission be in MS Word format and the scanned copy be in Adobe format. Please submit the Financial Attachment and other data as appropriate in MS Excel format.

The analyst assigned to the CON application is Sharon Malinowski. Please feel free to contact her at (860) 418-7031, if you have any questions.

Sincerely,

Kimberly Martone

Kimberly Martone
Certificate of Need Supervisor

Enclosures

OFFICE OF HEALTH CARE ACCESS

REQUEST FOR NEW CERTIFICATE OF NEED

FILING FEE COMPUTATION SCHEDULE

APPLICANT: _____ PROJECT TITLE: _____ DATE: _____	FOR OHCA USE ONLY: DATE INITIAL 1. Check logged (Front desk) _____ _____ 2. Check rec'd (Clerical/Cert.) _____ _____ 3. Check correct (Superv.) _____ _____ 4. Check logged (Clerical/Cert).) _____ _____

SECTION A – NEW CERTIFICATE OF NEED APPLICATION	
1. Check statute reference as applicable to CON application (see statute for detail): _____ 19a-638.Additional function or service, Change of Ownership, Service Termination. **No Fee Required.** _____ 19a-639 Capital expenditure for major medical equipment, imaging equipment or linear accelerator exceeding $400,000 but less than or equal to $1,000,000. **Fee Required.** _____ 19a-639 Capital expenditure for major medical equipment, imaging equipment or linear accelerator exceeding $1,000,000 or other capital expenditure exceeding $1,000,000. **Fee Required.** _____ 19a-638 and 19a-639. **Fee Required.** 2. Enter $0 on "Total Fee Due" line (SECTION B) if application is required pursuant to Section 19a-638 only, otherwise go on to line 3 of this section. 3. Enter $400 on "Total Fee Due" line (SECTION B) if application is for capital expenditure for major medical equipment, imaging equipment or linear accelerator exceeding $400,000 but less than or equal to $1,000,000 4. Section 19a-639 fee calculation (applicable if section 19a-639 capital expenditure for major medical equipment, imaging equipment or linear accelerator exceeding $1,000,000 or other capital expenditure exceeding $1,000,000 is checked above **OR** if both 19a-638 and 19a-639 are checked): a. Base fee: _____ b. Additional Fee: (Capital Expenditure Assessment)_____ (To calculate: Total requested Capital Expenditure/Cost excluding capitalized financing costs multiplied times .0005 and round to nearest dollar.) ($_____ x .0005) c. Sum of base fee plus additional fee: (Lines A3a + A3b)_____ d. Enter the amount shown on line A3c. on "Total Fee Due" line (SECTION B).	$ 1,000.00 $_____.00 $_____.00
SECTION B TOTAL FEE DUE: _____	$_____.00

ATTACH HERE CERTIFIED OR CASHIER'S CHECK ONLY (Payable to: Treasurer, State of Connecticut)

HOSPITAL AFFIDAVIT

Applicant: _____

Project Title: _____

I, _____, _____
(Name) (Position – CEO or CFO)

of _____ being duly sworn, depose and state that the (Hospital Name) information submitted in this Certificate of Need application is accurate and correct to the best of my knowledge. With respect to the financial impact related to this CON application, I hereby affirm that:

1. The proposal will have a capital expenditure in excess of $15,000,000.

   ☐ Yes ☐ No

2. The combined total expenses for the proposal's first three years of operation will exceed one percent of the actual operating expenses of the Hospital for the most recently completed fiscal year as filed with the Office of Health Care Access.

   ☐ Yes ☐ No

_____ _____
Signature Date

Subscribed and sworn to before me on_____

_____

Notary Public/Commissioner of Superior Court

My commission expires: _____